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- 12.3 **AMENDMENT**. This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.
- 12.4 **WAIVER**. The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
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- 12.6 **COMPLIANCE WITH LAWS**. Licensee is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.
- 12.7 **INTERNATIONAL TRADE COMPLIANCE**. The Products are subject to the customs and export control laws and regulations of the United States and any country in which the Products are manufactured, received or used, including, without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations. Licensee will comply with these laws, regulations and rules in the performance of its obligations under this Agreement. Further, Licensee will not provide Products to blocked, prohibited or restricted individuals and entities as required by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC"), including, without limitation, the Denied Persons List, Unverified List and Entity List. Licensee will not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Products for purposes that are illegal or adverse to the interests of the United States Government or the Company generally. Licensee will provide Company with the assurances and official documents that Company may request periodically to verify Licensee's compliance with this Agreement.
- 12.8 GOVERNING LAW AND DISPUTE RESOLUTION. GOVERNING LAW AND DISPUTE RESOLUTION. All matters arising out of or relating to this Agreement will be governed by and construed under the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule. Any suit, action or proceeding arising out of or relating to this Agreement must be instituted in the United States District Court for the District of Colorado or the County or District Courts of the State of Colorado, Denver County, and each party irrevocably submits to the exclusive jurisdiction of these courts. However, each party will have the right at any time to seek a temporary or permanent injunction or other equitable remedy or relief in any court having subject matter jurisdiction anywhere in the world. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
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 - Las Vegas, Nevada, United States (CAT ID 10400100137F4900); and
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